

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK
=
FULL CIRCLE UNITED, LLC,
Plaintiff,
-vs- Case No. 1:20-cv-03395
BAY TEK ENTERTAINMENT, INC.,
Defendant.
=
BAY TEK ENTERTAINMENT, INC.,
Counterclaim Plaintiff,
-vs-
FULL CIRCLE UNITED, LLC,
Counterclaim Defendant,
-and-
ERIC PAVONY,
Additional Counterclaim
Defendant.
=

Remote Videotaped Deposition of:

GAETAN PHILLIPON
CONFIDENTIAL
Neenah, Wisconsin
March 10, 2022
Reporter: Jessica Bolanos

1 Q Do you recall whether you formed an understanding
2 that the license agreement was ambiguous prior to
3 April 2016 when Full Circle -- Eric Pavony and two
4 others came to Pulaski, Wisconsin?

5 A Yes.

6 MS. LEPERA: I'm also going to
7 object to the issue with respect to him using
8 this phrase, if it comes from counsel. Any
9 kind of privileged communication we're not
10 waiving, certainly. We haven't even talked
11 about and I would caution you with respect to
12 any issues that you have learned with counsel
13 back in the day, even, not to disclose
14 saying. You haven't even said, you know,
15 anything with respect to what, if anything,
16 is ambiguous. So I'm just simply saying no
17 waiver of privilege here.

18 Q Well, did you at any time prior to leaving
19 Bay Tek's employment in May 2016 convey to
20 Eric Pavony or did anyone else in the company come
21 to Bay Tek during the meeting in Pulaski that you
22 had an understanding that the license agreement
23 was ambiguous?

24 MS. LEPERA: Object to the form of
25 the question. Again, vague -- this is vague

1 and ambiguous. I don't know what he's even
2 talking about.

3 A It was unclear to us what they wanted.

4 MS. LEPERA: That's a different
5 question.

6 Q Yeah, that's a different question. What -- and
7 when you say "us," when you're talking --

8 A Larry and I.

9 Q Larry. Okay. And when do you recall, if you do
10 recall, having this understanding that it was
11 unclear what Full Circle wanted?

12 A Probably right from the very beginning of
13 discovery of the document.

14 Q And when you say "discovery of the document," do
15 you -- are you referring to when you were first
16 presented a copy of the license agreement and
17 settlement agreement between SBI and Full Circle?

18 A Yes.

19 Q Between the time you obtained a copy of the
20 license agreement and settlement agreement between
21 SBI and Full Circle for the first time and April
22 of 2016 when Full Circle, Eric -- including
23 Eric Pavony visited Bay Tek for the first time,
24 are you aware of any communications concerning an
25 understanding by anyone at Bay Tek that the